

HOGAN & HARTSON

PETER F. ROUSSELOT
PARTNER
DIRECT DIAL (202) 637-5720

COLUMBIA SQUARE
555 THIRTEENTH STREET NW
WASHINGTON DC 20004-1109
(202) 637-5600

17836
RECORDATION NO. _____ FILED 1425
JUN 30 1992 -12 15 PM

INTERSTATE COMMERCE COMMISSION

2-182A026

BRUSSELS
LONDON
PARIS
PRAGUE
WARSAW

June 30, 1992

17836
RECORDATION NO. _____ FILED 1425

BALTIMORE, MD
BETHESDA, MD
McLEAN, VA

JUN 30 1992 -12 15 PM

The Honorable Sydney L. Strickland
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423
ATTN: Mrs. Mildred Lee

INTERSTATE COMMERCE COMMISSION

17836
RECORDATION NO. _____ FILED 1425

JUN 30 1992 -12 15 PM

Dear Mr. Strickland:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions
49 U.S.C. Section 11303(a) are one original executed and one
notarized photostatic copy of the following documents:

1. Equipment Lease Agreement (L-1N), dated as
of June 30, 1992, between The Connecticut
National Bank as Owner Trustee and Union
Tank Car Company;
2. Trust Indenture And Security Agreement
(L-1N), dated as of June 30, 1992, between
The Connecticut National Bank as Owner
Trustee and NationsBank of South Carolina,
National Association as Indenture Trustee;
and
3. Indenture Supplement (L-1N).

Also enclosed is a check in the amount of \$48.00 payable
to the order of the Interstate Commerce Commission, covering the
required recordation fee.

Kindly return one stamped photostatic copy of the
enclosed documents, as well as a stamped photostatic copy of this
letter to Sheila Glancy, Esq., Neal Gerber & Eisenberg, Two North
LaSalle Street, Suite 2200, Chicago, IL 60602.

The names and addresses of the aforementioned parties to
the enclosed documents are:

- Union Tank Car Company
Attention: Stephen G. Dinsmore
111 West Jackson Boulevard
Chicago, IL 60604

HOGAN & HARTSON

Mr. Sydney L. Strickland
June 30, 1992
Page 2

- The Connecticut National Bank
Attention: Corporate Trust Administration
777 Main Street
Hartford, CT 06115
- NationsBank of South Carolina, National Association
Attention: Corporate Trust Administration
1901 Main Street
Columbia, SC 29222

A description of the railroad equipment covered by the enclosed documents is set forth in Indenture Supplement No. 1 (L-1N).

Please feel free to contact me with any questions which you may have concerning the above.

Sincerely,

Peter F. Rousselot

Peter F. Rousselot
Attorney for
Union Tank Car Company

Enclosures

cc: Patrick M. Raher
Sheila A. Glancy

17836 / B
RECORDATION NO. _____ FILED 1428

JUN 30 1992 -12 15 PM

INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT

NO. 1

(UTC Trust No. 1992-A)
(L-1N)

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June __, 1992 at ____ [a.m./p.m.], Recordation Number ____ and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on June __, 1992.

INDENTURE SUPPLEMENT NO. 1

Indenture Supplement No. 1, dated June 30, 1992, between THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (L-1N), dated as of June 24, 1992 (the "Trust Agreement") between the Owner Trustee and the Owner Participant named therein, and NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (L-1N), dated as of June 30, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

W I T N E S S E T H:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment with respect to which the Equipment Notes issued under the Indenture and hereunder relate, by having attached thereto a copy of the applicable Lease Schedules, and shall specifically submit such Units of Equipment to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof, and a counterpart of the Indenture is incorporated by reference herein and made a part hereof to the same effect as if such Indenture were set forth herein;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Make-Whole Amount, if any, and interest on the Equipment Notes from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of such Equipment Notes, subject to the terms and conditions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in this Indenture Supplement and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has granted, bargained, sold, assigned, transferred, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, pledge, mortgage, and confirm, the property comprising the Units described in the copy of the Lease Schedule attached hereto as Exhibit A and (ii) has granted, bargained, sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease and the Lease Supplement relating hereto and all Rent thereunder, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be

made by the Lessee thereunder with respect to such Equipment, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes (excluding, however, any rights to Excepted Property thereunder and subject always to Section 8.9 of the Indenture).

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Equipment Notes issued and Outstanding under the Indenture rank on a parity with each other Equipment Note and that, as to each other Equipment Note, they be secured equally and ratably by the collateral described herein, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise.

The Equipment Notes issued under this Indenture Supplement shall be designated as 1992 Equipment Notes L-1N-A. The Equipment Notes shall be substantially in the form set forth in Exhibit A to the Indenture. The Equipment Notes issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued in the maturities and principal amounts and shall bear interest as specified in Exhibit B hereto. The principal of each Equipment Note shall be payable in installments, on each Installment Payment Date and the final maturity date, in amounts equal to the Installment Payment Amount for each such Installment Payment Date and final maturity date.

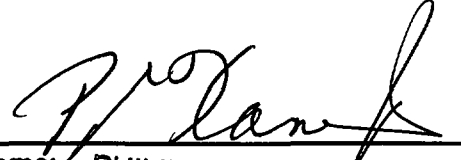
This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

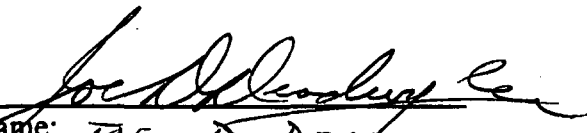
AND FURTHER, the Owner Trustee hereby acknowledges that the Units of Equipment referred to in the aforesaid Lease Schedule attached hereto and made a part hereof have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, The Connecticut National Bank, as the Owner Trustee and NationsBank of South Carolina, National Association, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity,
but solely as Owner Trustee

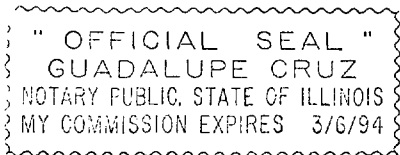
By 
Name: PHILIP G. KANE, JR.
Title: VICE PRESIDENT

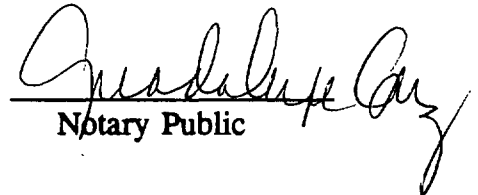
NATIONSBANK OF SOUTH CAROLINA,
NATIONAL ASSOCIATION,
as Indenture Trustee

By 
Name: JOE D. DEADWYKER
Title: SR. V.P.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of June, 1992, before me personally appeared Joe D. Deadwyler, to me personally known, who being by me duly sworn, said that he is a Senior V.P. of NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



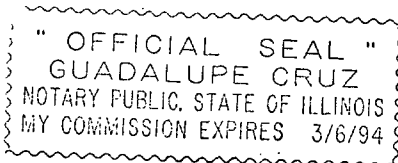

Notary Public

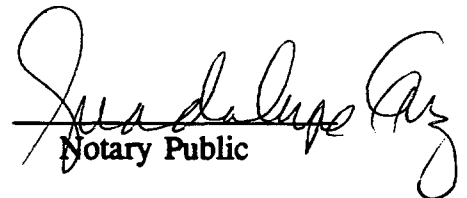
[NOTARIAL SEAL]

My commission expires: 3/6/94

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of June, 1992, before me personally appeared Philip G. Kanet Jr., to me personally known, who being by me duly sworn, said that he is Vice President of THE CONNECTICUT NATIONAL BANK, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Notary Public

[NOTARIAL SEAL]

My commission expires: 3/6/94

LEASE SUPPLEMENT NO. 1 (L-1N)
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 1 (L-1N) (UTC Trust No. 1992-A) dated June 30, 1992 (this "Lease Supplement") between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and UNION TANK CAR COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, the Lessee shall deliver to the Owner Trustee a Bill of Sale dated such date by which the Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and the Owner Trustee purchases and accepts from the Lessee, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by the Lessee and accepted by the Owner Trustee on the Closing Date; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Equipment Cost, etc. The Equipment Cost of each of the Units leased hereunder is as set forth on Schedule 1 to the Participation Agreement. The Basic Rent, Stipulated Loss Values, Termination Values and EBO Price applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 8 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in the City of Evanston, State of Illinois, on the day and year first above written.

LESSOR:

THE CONNECTICUT NATIONAL BANK, not
in its individual capacity, but
solely as Owner Trustee

By: 

Name: PHILIP G. KANE, JR.
Title: VICE PRESIDENT

LESSEE:

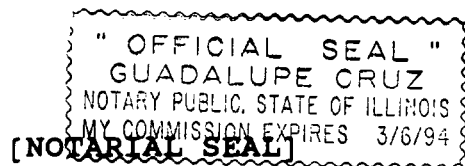
UNION TANK CAR COMPANY

By: 

Name: S. G. DISMORE
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, P. G. KANE, Jr., to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

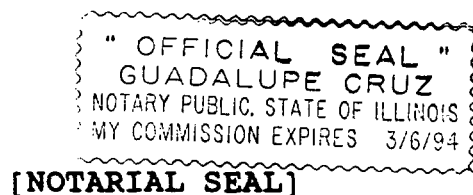


Guadalupe Cruz
Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, SG DiSmoke, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Guadalupe Cruz
Notary Public

My commission expires: _____

DESCRIPTION OF EQUIPMENT L-1N

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
COVERED HOPPER CARS 5,750 CU.FT.						
FEB-APR 91	2	UTCX	59334	C214	"LO"	
FEB-APR 91	2	UTCX	59335	C214	"LO"	
JUN 1991	2	UTCX	59336	C214	"LO"	
FEB-APR 91	2	UTCX	59337	C214	"LO"	
FEB-APR 91	2	UTCX	59338	C214	"LO"	
FEB-APR 91	2	UTCX	59339	C214	"LO"	
JUN 1991	2	UTCX	59340	C214	"LO"	
FEB-APR 91	2	UTCX	59341	C214	"LO"	
FEB-APR 91	2	UTCX	59342	C214	"LO"	
FEB-APR 91	2	UTCX	59343	C214	"LO"	
FEB-APR 91	2	UTCX	59344	C214	"LO"	
JUN 1991	2	UTCX	59345	C214	"LO"	
JUN 1991	2	UTCX	59346	C214	"LO"	
JUN 1991	2	UTCX	59347	C214	"LO"	
JUN 1991	2	UTCX	59348	C214	"LO"	
FEB-APR 91	2	UTCX	59349	C214	"LO"	
FEB-APR 91	2	UTCX	59350	C214	"LO"	
FEB-APR 91	2	UTCX	59351	C214	"LO"	
FEB-APR 91	2	UTCX	59352	C214	"LO"	
FEB-APR 91	2	UTCX	59353	C214	"LO"	
FEB-APR 91	2	UTCX	59354	C214	"LO"	
FEB-APR 91	2	UTCX	59355	C214	"LO"	
FEB-APR 91	2	UTCX	59356	C214	"LO"	
FEB-APR 91	2	UTCX	59357	C214	"LO"	
FEB-APR 91	2	UTCX	59358	C214	"LO"	
FEB-APR 91	2	UTCX	59359	C214	"LO"	
FEB-APR 91	2	UTCX	59360	C214	"LO"	
JUN 1991	2	UTCX	59361	C214	"LO"	
JUN 1991	2	UTCX	59362	C214	"LO"	
FEB-APR 91	2	UTCX	59363	C214	"LO"	
JUN 1991	2	UTCX	59364	C214	"LO"	
MAY 1991	2	UTCX	59365	C214	"LO"	
FEB-APR 91	2	UTCX	59366	C214	"LO"	
FEB-APR 91	2	UTCX	59368	C214	"LO"	
FEB-APR 91	2	UTCX	59369	C214	"LO"	
FEB-APR 91	2	UTCX	59371	C214	"LO"	
FEB-APR 91	2	UTCX	59372	C214	"LO"	
FEB-APR 91	2	UTCX	59373	C214	"LO"	
FEB-APR 91	2	UTCX	59374	C214	"LO"	
FEB-APR 91	2	UTCX	59375	C214	"LO"	
FEB-APR 91	2	UTCX	59376	C214	"LO"	
FEB-APR 91	2	UTCX	59377	C214	"LO"	
FEB-APR 91	2	UTCX	59381	C214	"LO"	
FEB-APR 91	2	UTCX	59382	C214	"LO"	
FEB-APR 91	2	UTCX	59387	C214	"LO"	
FEB-APR 91	2	UTCX	59388	C214	"LO"	
FEB-APR 91	2	UTCX	59390	C214	"LO"	
FEB-APR 91	2	UTCX	59391	C214	"LO"	
FEB-APR 91	2	UTCX	59392	C214	"LO"	
FEB-APR 91	2	UTCX	59393	C214	"LO"	
FEB-APR 91	2	UTCX	59395	C214	"LO"	
FEB-APR 91	2	UTCX	59396	C214	"LO"	
FEB-APR 91	2	UTCX	59397	C214	"LO"	
FEB-APR 91	2	UTCX	59399	C214	"LO"	
FEB-APR 91	2	UTCX	59400	C214	"LO"	
FEB-APR 91	2	UTCX	59404	C214	"LO"	
FEB-APR 91	2	UTCX	59406	C214	"LO"	
FEB-APR 91	2	UTCX	59408	C214	"LO"	
FEB-APR 91	2	UTCX	59411	C214	"LO"	
FEB-APR 91	2	UTCX	59413	C214	"LO"	
FEB-APR 91	2	UTCX	59414	C214	"LO"	
FEB-APR 91	2	UTCX	59415	C214	"LO"	
FEB-APR 91	2	UTCX	59416	C214	"LO"	
FEB-APR 91	2	UTCX	59419	C214	"LO"	

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
FEB-APR 91	2	UTCX	59421	C214	"LO"	
FEB-APR 91	2	UTCX	59422	C214	"LO"	
FEB-APR 91	2	UTCX	59424	C214	"LO"	
FEB-APR 91	2	UTCX	59425	C214	"LO"	
FEB-APR 91	2	UTCX	59426	C214	"LO"	
FEB-APR 91	2	UTCX	59427	C214	"LO"	
FEB-APR 91	2	UTCX	59428	C214	"LO"	
FEB-APR 91	2	UTCX	59429	C214	"LO"	
FEB-APR 91	2	UTCX	59430	C214	"LO"	
FEB-APR 91	2	UTCX	59431	C214	"LO"	
FEB-APR 91	2	UTCX	59432	C214	"LO"	
FEB-APR 91	2	UTCX	59433	C214	"LO"	
FEB-APR 91	2	UTCX	59435	C214	"LO"	
FEB-APR 91	2	UTCX	59438	C214	"LO"	
FEB-APR 91	2	UTCX	59439	C214	"LO"	
FEB-APR 91	2	UTCX	59440	C214	"LO"	
FEB-APR 91	2	UTCX	59441	C214	"LO"	
FEB-APR 91	2	UTCX	59442	C214	"LO"	
FEB-APR 91	2	UTCX	59443	C214	"LO"	
FEB-APR 91	2	UTCX	59444	C214	"LO"	
FEB-APR 91	2	UTCX	59445	C214	"LO"	
FEB-APR 91	2	UTCX	59447	C214	"LO"	
FEB-APR 91	2	UTCX	59449	C214	"LO"	
FEB-APR 91	2	UTCX	59450	C214	"LO"	
FEB-APR 91	2	UTCX	59451	C214	"LO"	
FEB-APR 91	2	UTCX	59452	C214	"LO"	
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FEB-APR 91	2	UTCX	59454	C214	"LO"	
MAY 1991	2	UTCX	59455	C214	"LO"	
FEB-APR 91	2	UTCX	59456	C214	"LO"	
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FEB-APR 91	2	UTCX	59460	C214	"LO"	
FEB-APR 91	2	UTCX	59461	C214	"LO"	
FEB-APR 91	2	UTCX	59462	C214	"LO"	
FEB-APR 91	2	UTCX	59463	C214	"LO"	
FEB-APR 91	2	UTCX	59464	C214	"LO"	
FEB-APR 91	2	UTCX	59465	C214	"LO"	
FEB-APR 91	2	UTCX	59466	C214	"LO"	
FEB-APR 91	2	UTCX	59468	C214	"LO"	
FEB-APR 91	2	UTCX	59469	C214	"LO"	
FEB-APR 91	2	UTCX	59470	C214	"LO"	
FEB-APR 91	2	UTCX	59472	C214	"LO"	
FEB-APR 91	2	UTCX	59474	C214	"LO"	
OCT 1991	2	UTCX	59475	C214	"LO"	
OCT 1991	2	UTCX	59476	C214	"LO"	
NOV 1991	2	UTCX	59477	C214	"LO"	
OCT 1991	2	UTCX	59478	C214	"LO"	
OCT 1991	2	UTCX	59479	C214	"LO"	
OCT 1991	2	UTCX	59480	C214	"LO"	
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OCT 1991	2	UTCX	59484	C214	"LO"	
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OCT 1991	2	UTCX	59487	C214	"LO"	
OCT 1991	2	UTCX	59488	C214	"LO"	
OCT 1991	2	UTCX	59489	C214	"LO"	
OCT 1991	2	UTCX	59490	C214	"LO"	
OCT 1991	2	UTCX	59491	C214	"LO"	
OCT 1991	2	UTCX	59492	C214	"LO"	
OCT 1991	2	UTCX	59493	C214	"LO"	
OCT 1991	2	UTCX	59494	C214	"LO"	
OCT 1991	2	UTCX	59495	C214	"LO"	
OCT 1991	2	UTCX	59496	C214	"LO"	
OCT 1991	2	UTCX	59497	C214	"LO"	

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
OCT 1991	2	UTCX	59498	C214	"LO"	
OCT 1991	2	UTCX	59499	C214	"LO"	
OCT 1991	2	UTCX	59500	C214	"LO"	
OCT 1991	2	UTCX	59501	C214	"LO"	
OCT 1991	2	UTCX	59502	C214	"LO"	
OCT 1991	2	UTCX	59503	C214	"LO"	
OCT 1991	2	UTCX	59504	C214	"LO"	
OCT 1991	2	UTCX	59505	C214	"LO"	
OCT 1991	2	UTCX	59506	C214	"LO"	
OCT 1991	2	UTCX	59507	C214	"LO"	
OCT 1991	2	UTCX	59508	C214	"LO"	
OCT 1991	2	UTCX	59509	C214	"LO"	
OCT 1991	2	UTCX	59510	C214	"LO"	
OCT 1991	2	UTCX	59511	C214	"LO"	
OCT 1991	2	UTCX	59512	C214	"LO"	
OCT 1991	2	UTCX	59513	C214	"LO"	
OCT 1991	2	UTCX	59514	C214	"LO"	
OCT 1991	2	UTCX	59515	C214	"LO"	
NOV 1991	2	UTCX	59516	C214	"LO"	
OCT 1991	2	UTCX	59517	C214	"LO"	
NOV 1991	2	UTCX	59518	C214	"LO"	
NOV 1991	2	UTCX	59519	C214	"LO"	
OCT 1991	2	UTCX	59520	C214	"LO"	
NOV 1991	2	UTCX	59521	C214	"LO"	
NOV 1991	2	UTCX	59522	C214	"LO"	
OCT 1991	2	UTCX	59523	C214	"LO"	
NOV 1991	2	UTCX	59524	C214	"LO"	
NOV 1991	2	UTCX	59525	C214	"LO"	
NOV 1991	2	UTCX	59526	C214	"LO"	
NOV 1991	2	UTCX	59527	C214	"LO"	
NOV 1991	2	UTCX	59528	C214	"LO"	
NOV 1991	2	UTCX	59529	C214	"LO"	
NOV 1991	2	UTCX	59530	C214	"LO"	
NOV 1991	2	UTCX	59531	C214	"LO"	
NOV 1991	2	UTCX	59532	C214	"LO"	
NOV 1991	2	UTCX	59533	C214	"LO"	
NOV 1991	2	UTCX	59534	C214	"LO"	
NOV 1991	2	UTCX	59535	C214	"LO"	
NOV 1991	2	UTCX	59536	C214	"LO"	
NOV 1991	2	UTCX	59537	C214	"LO"	
NOV 1991	2	UTCX	59538	C214	"LO"	
NOV 1991	2	UTCX	59539	C214	"LO"	
NOV 1991	2	UTCX	59540	C214	"LO"	
NOV 1991	2	UTCX	59541	C214	"LO"	
NOV 1991	2	UTCX	59542	C214	"LO"	
NOV 1991	2	UTCX	59543	C214	"LO"	
NOV 1991	2	UTCX	59544	C214	"LO"	
NOV 1991	2	UTCX	59545	C214	"LO"	
NOV 1991	2	UTCX	59546	C214	"LO"	
NOV 1991	2	UTCX	59547	C214	"LO"	
NOV 1991	2	UTCX	59548	C214	"LO"	
NOV 1991	2	UTCX	59549	C214	"LO"	
NOV 1991	2	UTCX	59550	C214	"LO"	
NOV 1991	2	UTCX	59551	C214	"LO"	
NOV 1991	2	UTCX	59552	C214	"LO"	
NOV 1991	2	UTCX	59553	C214	"LO"	
NOV 1991	2	UTCX	59554	C214	"LO"	
NOV 1991	2	UTCX	59555	C214	"LO"	
NOV 1991	2	UTCX	59556	C214	"LO"	
NOV 1991	2	UTCX	59557	C214	"LO"	
NOV 1991	2	UTCX	59558	C214	"LO"	
NOV 1991	2	UTCX	59559	C214	"LO"	
NOV 1991	2	UTCX	59560	C214	"LO"	
NOV 1991	2	UTCX	59561	C214	"LO"	
NOV 1991	2	UTCX	59562	C214	"LO"	
NOV 1991	2	UTCX	59563	C214	"LO"	

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
NOV 1991	2	UTCX	59564	C214	"LO"	
NOV 1991	2	UTCX	59565	C214	"LO"	
NOV 1991	2	UTCX	59566	C214	"LO"	
NOV 1991	2	UTCX	59567	C214	"LO"	
NOV 1991	2	UTCX	59568	C214	"LO"	
NOV 1991	2	UTCX	59569	C214	"LO"	
NOV 1991	2	UTCX	59570	C214	"LO"	
NOV 1991	2	UTCX	59571	C214	"LO"	
NOV 1991	2	UTCX	59572	C214	"LO"	
NOV 1991	2	UTCX	59573	C214	"LO"	
NOV 1991	2	UTCX	59574	C214	"LO"	
NOV 1991	2	UTCX	59575	C214	"LO"	
NOV 1991	2	UTCX	59576	C214	"LO"	
NOV 1991	2	UTCX	59577	C214	"LO"	
NOV 1991	2	UTCX	59578	C214	"LO"	
NOV 1991	2	UTCX	59579	C214	"LO"	
NOV 1991	2	UTCX	59580	C214	"LO"	
NOV 1991	2	UTCX	59581	C214	"LO"	
NOV 1991	2	UTCX	59582	C214	"LO"	
NOV 1991	2	UTCX	59583	C214	"LO"	
NOV 1991	2	UTCX	59584	C214	"LO"	
NOV 1991	2	UTCX	59585	C214	"LO"	
NOV 1991	2	UTCX	59586	C214	"LO"	
NOV 1991	2	UTCX	59587	C214	"LO"	
NOV 1991	2	UTCX	59588	C214	"LO"	
NOV 1991	2	UTCX	59589	C214	"LO"	
NOV 1991	2	UTCX	59590	C214	"LO"	
NOV 1991	2	UTCX	59591	C214	"LO"	
NOV 1991	2	UTCX	59592	C214	"LO"	
NOV 1991	2	UTCX	59593	C214	"LO"	
NOV 1991	2	UTCX	59594	C214	"LO"	
NOV 1991	2	UTCX	59595	C214	"LO"	
NOV 1991	2	UTCX	59596	C214	"LO"	
DEC 1991	2	UTCX	59597	C214	"LO"	
NOV 1991	2	UTCX	59598	C214	"LO"	
NOV 1991	2	UTCX	59599	C214	"LO"	
DEC 1991	2	UTCX	59600	C214	"LO"	
NOV 1991	2	UTCX	59601	C214	"LO"	
NOV 1991	2	UTCX	59602	C214	"LO"	
NOV 1991	2	UTCX	59603	C214	"LO"	
DEC 1991	2	UTCX	59604	C214	"LO"	
NOV 1991	2	UTCX	59605	C214	"LO"	
NOV 1991	2	UTCX	59606	C214	"LO"	
NOV 1991	2	UTCX	59607	C214	"LO"	
DEC 1991	2	UTCX	59608	C214	"LO"	
NOV 1991	2	UTCX	59609	C214	"LO"	
NOV 1991	2	UTCX	59610	C214	"LO"	
DEC 1991	2	UTCX	59611	C214	"LO"	
NOV 1991	2	UTCX	59612	C214	"LO"	
NOV 1991	2	UTCX	59613	C214	"LO"	
DEC 1991	2	UTCX	59614	C214	"LO"	
DEC 1991	2	UTCX	59615	C214	"LO"	
DEC 1991	2	UTCX	59616	C214	"LO"	
DEC 1991	2	UTCX	59617	C214	"LO"	
DEC 1991	2	UTCX	59618	C214	"LO"	
DEC 1991	2	UTCX	59619	C214	"LO"	
DEC 1991	2	UTCX	59620	C214	"LO"	
DEC 1991	2	UTCX	59621	C214	"LO"	
DEC 1991	2	UTCX	59622	C214	"LO"	
DEC 1991	2	UTCX	59623	C214	"LO"	
DEC 1991	2	UTCX	59624	C214	"LO"	
DEC 1991	2	UTCX	59625	C214	"LO"	
DEC 1991	2	UTCX	59626	C214	"LO"	
DEC 1991	2	UTCX	59627	C214	"LO"	
DEC 1991	2	UTCX	59628	C214	"LO"	
DEC 1991	2	UTCX	59629	C214	"LO"	

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
DEC 1991	2	UTCX	59630	C214	"LO"	
DEC 1991	2	UTCX	59631	C214	"LO"	
DEC 1991	2	UTCX	59632	C214	"LO"	
DEC 1991	2	UTCX	59633	C214	"LO"	
DEC 1991	2	UTCX	59634	C214	"LO"	
DEC 1991	2	UTCX	59635	C214	"LO"	
DEC 1991	2	UTCX	59636	C214	"LO"	
DEC 1991	2	UTCX	59637	C214	"LO"	
DEC 1991	2	UTCX	59638	C214	"LO"	
DEC 1991	2	UTCX	59639	C214	"LO"	
DEC 1991	2	UTCX	59640	C214	"LO"	
DEC 1991	2	UTCX	59641	C214	"LO"	
DEC 1991	2	UTCX	59642	C214	"LO"	
DEC 1991	2	UTCX	59643	C214	"LO"	
DEC 1991	2	UTCX	59644	C214	"LO"	
DEC 1991	2	UTCX	59645	C214	"LO"	
DEC 1991	2	UTCX	59646	C214	"LO"	
DEC 1991	2	UTCX	59647	C214	"LO"	
DEC 1991	2	UTCX	59648	C214	"LO"	
DEC 1991	2	UTCX	59649	C214	"LO"	
DEC 1991	2	UTCX	59650	C214	"LO"	
DEC 1991	2	UTCX	59651	C214	"LO"	
DEC 1991	2	UTCX	59652	C214	"LO"	
DEC 1991	2	UTCX	59653	C214	"LO"	
DEC 1991	2	UTCX	59654	C214	"LO"	
DEC 1991	2	UTCX	59655	C214	"LO"	
DEC 1991	2	UTCX	59656	C214	"LO"	
DEC 1991	2	UTCX	59657	C214	"LO"	
DEC 1991	2	UTCX	59658	C214	"LO"	
DEC 1991	2	UTCX	59659	C214	"LO"	
DEC 1991	2	UTCX	59660	C214	"LO"	
DEC 1991	2	UTCX	59661	C214	"LO"	
DEC 1991	2	UTCX	59662	C214	"LO"	
DEC 1991	2	UTCX	59663	C214	"LO"	
DEC 1991	2	UTCX	59664	C214	"LO"	
DEC 1991	2	UTCX	59665	C214	"LO"	
DEC 1991	2	UTCX	59666	C214	"LO"	
DEC 1991	2	UTCX	59667	C214	"LO"	
DEC 1991	2	UTCX	59668	C214	"LO"	
DEC 1991	2	UTCX	59669	C214	"LO"	
DEC 1991	2	UTCX	59670	C214	"LO"	
DEC 1991	2	UTCX	59671	C214	"LO"	
DEC 1991	2	UTCX	59672	C214	"LO"	
DEC 1991	2	UTCX	59673	C214	"LO"	
DEC 1991	2	UTCX	59674	C214	"LO"	
DEC 1991	1	UTCX	59675	C214	"LO"	
JAN 1992	1	UTCX	59676	C214	"LO"	
DEC 1991	1	UTCX	59677	C214	"LO"	
DEC 1991	1	UTCX	59678	C214	"LO"	
JAN 1992	1	UTCX	59679	C214	"LO"	
JAN 1992	1	UTCX	59680	C214	"LO"	
JAN 1992	1	UTCX	59681	C214	"LO"	
JAN 1992	1	UTCX	59682	C214	"LO"	
JAN 1992	1	UTCX	59683	C214	"LO"	
JAN 1992	1	UTCX	59684	C214	"LO"	
JAN 1992	1	UTCX	59685	C214	"LO"	
JAN 1992	1	UTCX	59686	C214	"LO"	
JAN 1992	1	UTCX	59687	C214	"LO"	
JAN 1992	1	UTCX	59688	C214	"LO"	
JAN 1992	1	UTCX	59689	C214	"LO"	
JAN 1992	1	UTCX	59690	C214	"LO"	
JAN 1992	1	UTCX	59691	C214	"LO"	
JAN 1992	1	UTCX	59692	C214	"LO"	
JAN 1992	1	UTCX	59693	C214	"LO"	
JAN 1992	2	UTCX	59694	C214	"LO"	
JAN 1992	2	UTCX	59695	C214	"LO"	

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
JAN 1992	2	UTCX	59696	C214	"LO"	
JAN 1992	2	UTCX	59697	C214	"LO"	
JAN 1992	2	UTCX	59698	C214	"LO"	
JAN 1992	2	UTCX	59699	C214	"LO"	
JAN 1992	2	UTCX	59700	C214	"LO"	
JAN 1992	2	UTCX	59701	C214	"LO"	
JAN 1992	2	UTCX	59702	C214	"LO"	
FEB 1992	2	UTCX	59703	C214	"LO"	
JAN 1992	2	UTCX	59704	C214	"LO"	
FEB 1992	2	UTCX	59705	C214	"LO"	
FEB 1992	2	UTCX	59706	C214	"LO"	
FEB 1992	2	UTCX	59707	C214	"LO"	
MAR 1992	2	UTCX	59708	C214	"LO"	
FEB 1992	2	UTCX	59709	C214	"LO"	
FEB 1992	2	UTCX	59710	C214	"LO"	
FEB 1992	2	UTCX	59711	C214	"LO"	
FEB 1992	2	UTCX	59712	C214	"LO"	
FEB 1992	2	UTCX	59713	C214	"LO"	
FEB 1992	2	UTCX	59714	C214	"LO"	
FEB 1992	2	UTCX	59715	C214	"LO"	
FEB 1992	2	UTCX	59716	C214	"LO"	
FEB 1992	2	UTCX	59717	C214	"LO"	
FEB 1992	2	UTCX	59718	C214	"LO"	
FEB 1992	2	UTCX	59719	C214	"LO"	
FEB 1992	2	UTCX	59720	C214	"LO"	
FEB 1992	2	UTCX	59721	C214	"LO"	
FEB 1992	2	UTCX	59722	C214	"LO"	
FEB 1992	2	UTCX	59723	C214	"LO"	
FEB 1992	2	UTCX	59724	C214	"LO"	
FEB 1992	2	UTCX	59725	C214	"LO"	
FEB 1992	2	UTCX	59726	C214	"LO"	
FEB 1992	2	UTCX	59727	C214	"LO"	
FEB 1992	2	UTCX	59728	C214	"LO"	
FEB 1992	2	UTCX	59729	C214	"LO"	
FEB 1992	2	UTCX	59730	C214	"LO"	
FEB 1992	2	UTCX	59731	C214	"LO"	
FEB 1992	2	UTCX	59732	C214	"LO"	
FEB 1992	2	UTCX	59733	C214	"LO"	
FEB 1992	2	UTCX	59734	C214	"LO"	
FEB 1992	2	UTCX	59735	C214	"LO"	
FEB 1992	2	UTCX	59736	C214	"LO"	
FEB 1992	2	UTCX	59737	C214	"LO"	
FEB 1992	2	UTCX	59738	C214	"LO"	
FEB 1992	2	UTCX	59739	C214	"LO"	
FEB 1992	2	UTCX	59740	C214	"LO"	
FEB 1992	2	UTCX	59741	C214	"LO"	
FEB 1992	2	UTCX	59742	C214	"LO"	
FEB 1992	2	UTCX	59743	C214	"LO"	
FEB 1992	2	UTCX	59744	C214	"LO"	
FEB 1992	2	UTCX	59745	C214	"LO"	
FEB 1992	2	UTCX	59746	C214	"LO"	
MAR 1992	2	UTCX	59747	C214	"LO"	
MAR 1992	2	UTCX	59748	C214	"LO"	
MAR 1992	2	UTCX	59749	C214	"LO"	
MAR 1992	2	UTCX	59750	C214	"LO"	
MAR 1992	2	UTCX	59751	C214	"LO"	
MAR 1992	2	UTCX	59752	C214	"LO"	
MAR 1992	2	UTCX	59753	C214	"LO"	
MAR 1992	2	UTCX	59754	C214	"LO"	
MAR 1992	2	UTCX	59755	C214	"LO"	
MAR 1992	2	UTCX	59756	C214	"LO"	
MAR 1992	2	UTCX	59757	C214	"LO"	
MAR 1992	2	UTCX	59758	C214	"LO"	
MAR 1992	2	UTCX	59759	C214	"LO"	
MAR 1992	2	UTCX	59760	C214	"LO"	
MAR 1992	2	UTCX	59761	C214	"LO"	

**Maturity Dates, Principal Amounts and
Interest Rates of Equipment Notes**

<u>Equipment Note</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
No. L-1N-A1	January 2, 2007	\$11,154,000	7.95%
No. L-1N-A2	July 2, 2013	\$6,289,000	8.625%

Equipment Notes
Principal Payment Dates

Equipment Note No. L-1N-A1

Maturity Date: January 2, 2007

Installment Payment Date

Installment Payment Percentage

1/02/93	0.00000000
7/02/93	0.00000000
1/02/94	2.14672799
7/02/94	0.00000000
1/02/95	3.18477256
7/02/95	0.00000000
1/02/96	3.55105504
7/02/96	0.00000000
1/02/97	3.97450054
7/02/97	0.00000000
1/02/98	4.46805629
7/02/98	0.00000000
1/02/99	5.04885234
7/02/99	0.00000000
1/02/00	5.74004234
7/02/00	0.00000000
1/02/01	6.57370946
7/02/01	0.00000000
1/02/02	8.12507466
7/02/02	12.54628511
1/02/03	12.36059505
7/02/03	0.00000000
1/02/04	22.10076387
7/02/04	0.00000000
1/02/05	30.71982240
7/02/05	0.00000000
1/02/06	48.01249997
7/02/06	0.00000000
1/02/07	100.00000000

Equipment Notes
Principal Payment Dates

Equipment Note No. L-1N-A2

Maturity Date: July 2, 2013

<u>Installment Payment Date</u>	<u>Installment Payment Percentage</u>
1/02/93	0.000000000
7/02/93	0.000000000
1/02/94	0.000000000
7/02/94	0.000000000
1/02/95	0.000000000
7/02/95	0.000000000
1/02/96	0.000000000
7/02/96	0.000000000
1/02/97	0.000000000
7/02/97	0.000000000
1/02/98	0.000000000
7/02/98	0.000000000
1/02/99	0.000000000
7/02/99	0.000000000
1/02/00	0.000000000
7/02/00	0.000000000
1/02/01	0.000000000
7/02/01	0.000000000
1/02/02	0.000000000
7/02/02	0.000000000
1/02/03	0.000000000
7/02/03	0.000000000
1/02/04	0.000000000
7/02/04	0.000000000
1/02/05	0.000000000
7/02/05	0.000000000
1/02/06	0.000000000
7/02/06	0.000000000
1/02/07	0.000000000
7/02/07	0.000000000
1/02/08	0.000000000
7/02/08	0.000000000
1/02/09	0.000000000
7/02/09	0.000000000
1/02/10	0.000000000
7/02/10	18.755199555
1/02/11	0.000000000
7/02/11	30.159725671
1/02/12	0.000000000
7/02/12	46.908466756
1/02/13	93.345426554
7/02/13	100.000000000

**Exhibit B-2 to
Indenture Supplement**

Issuance of Equipment Notes

The Equipment Notes issued hereunder shall be issued to and shall be payable to the Pass Through Trustee under each Pass Through Trust Agreement with respect to the grantor trust created thereby, in each case as set forth below:

Equipment Note

L-1N-A1
L-1N-A2

Pass Through Trust

1992-A1
1992-A2